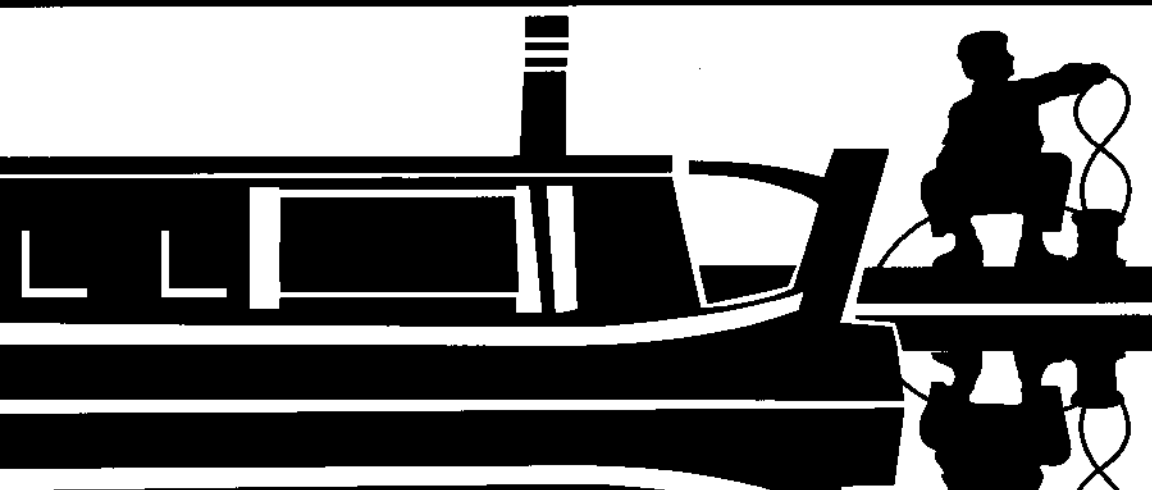


REMEMBER:
BOAT SAFETY CERTIFICATES & THIRD PARTY
INSURANCE NEEDED FOR BOATS BUILT IN
1971 AND AFTER

*Boat Licence &
Permit Conditions*



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IMPORTANT

You should make sure you read and understand the conditions in this booklet. They will form a legally binding agreement between us if we sell you a licence. Please keep this booklet in a safe place. If there is anything you do not understand please call Customer Services on 01923 201120

DATA PROTECTION ACT 1984

We may disclose your personal information held on our Craft Licensing Database according to the terms of our Data Protection Act registration.

Section 1

Licence Conditions

Any pleasure boat on any of British Waterways' waterways must always have a valid licence. If you do not have and display a licence we may prosecute you and the Magistrates' Court may impose a fine.

British Waterways issues licences subject to the following Conditions. Conditions 1 to 12 only also apply to licences issued for the use of river waterways under the terms of the British Waterways Act 1995 and other law. These conditions are effective from 1 January 1997.

DEFINITIONS

1 'The Boat' means the boat named in Section 2 of the Application or Renewal whose name and index number will appear on the licence disc. For Boats with licences which allow the use of the Boat on rivers only 'the Boat' includes any tender to the Boat.

2 'Tender' means one small boat carried on or towed by the Boat and used only for going to and from the Boat whilst in sight of the Boat. The tender must be marked with 'Tender to [name and index number of the Boat]'.

3 'You, your, yours' includes the person described in Section 3 of the Application or Renewal as the Owner and includes an employee of the owner or a person in charge of the Boat with the Owner's permission.

4 'We, us, our' means British Waterways and any employee or other

person approved by British Waterways to act for it.

5 'Waterway' means any waterway owned or managed by us and includes any navigable branches or arms.

6 'River waterway' means any waterway which appears in Schedule 1 of the British Waterways Act 1971, as amended. These waterways are marked in Section 5 of this booklet as available to 'river use' only licences.

GENERAL

7 The licence allows you to keep and use the Boat on the waterways described in section 5 of this booklet as available for your type of licence. We describe the different types of licence at the end of these conditions.

8 The licence does not allow you to moor your boat in any waterway except for short periods ancillary to cruising. It does not give a right to moor that is enough to comply with the requirement in the British Waterways Act 1995 for the Boat to have a mooring. If you wish to moor to, on or over British Waterways' land or water, you will need a Mooring Permit.

9 You agree to comply with the British Waterways Act 1995. Under this Act, before we will issue a licence for the Boat, you will need to satisfy us that:

- the Boat complies with the Boat Safety Scheme standards and the Boat has a Boat Safety Certificate by the dates which appear in the Boat Safety Scheme booklet; **and**
- you have an insurance policy for the Boat which covers at least third-party liabilities up to £1,000,000 by the same dates mentioned above; **and**

- you have a place where you can reasonably keep the Boat and where you may lawfully leave it (see Section 4 for definitions); **or**
- you use the Boat continuously for cruising (see Section 4 for definitions).

10 The Act allows us to withdraw your licence if you stop meeting any of these conditions. If you would like further details about what these requirements mean then please contact Customer Services.

11 This licence also allows you to use the Boat on certain inland waterways managed by other navigation authorities free or at concessionary rates for limited periods of time. Details are available from Customer Services. You agree to comply with the conditions, Acts, Bye-Laws and Regulations that apply to boats on these other waterways when the Boat is used on them.

12 You agree to pay the fee for the length of the Boat set out in our current list of fees. The fees include VAT.

13 We give the following discounts on the full fee. We apply the discounts sequentially.

- 10% prompt application. Where we receive the prompt payment fee due (plus any direct debit surcharge), or an agreement to pay this amount, with your application by the date the licence is to start.
- 25% electric boat. Where the Boat is powered by a permanently fitted inboard electric motor.

14 If you want a rebate we will give you one under our Licence and Mooring Rebate Conditions in Section 3 of this

booklet. We do not give rebates on high intensity trading licences, cargo carrying licences or workboat licences.

15 If you change the name of the Boat, or if your address changes, or if you sell or give the Boat to someone else you must let us know in writing. You cannot transfer the licence to another person unless we agree and you will remain responsible for complying with these conditions until then. You cannot transfer the licence from the Boat to another boat.

16 If you lose your licence we will issue a copy. We may charge you a small administrative fee to cover our costs.

17 You agree to comply with:

- any other relevant Acts, Bye-Laws and Regulations; **and**
- any of our lawful directions, spoken or written (including signs).

18 You must ensure you display the licence on the port side of the Boat (preferably facing forward or aft) so we can easily see it. You should fit your boat covers so this remains possible. You must fit the index plates we supply to the Boat so we can easily see them.

19 We can withdraw your licence at any time. If we do this for any other reason apart from you breaking this agreement, we will rebate the cost of the unused part of your licence. If we withdraw your licence because you have broken the agreement, the rebate will be in accordance with our Licence & Mooring Rebate Conditions in Section 3.

20 Once this licence has ended, unless you relicence the Boat, you must remove the Boat from our waters. If you do not, we have powers to remove

the Boat ourselves and to charge you for the costs we incur in doing this.

21 We reserve the right to issue any licences subject to extra conditions. We will tell you what these conditions are in writing.

22 You agree to be responsible for any damage or difficulty caused by you or the Boat however it arises.

23 As far as allowed by law, you will be responsible for any damage to property that happens because of dangers caused by the condition of our property, however this happens. By issuing a licence we are not saying or implying our property is safe.

24 We do not accept liability if you are unable to cruise. We will not rebate licence fees except according to our Licence and Mooring Rebate Conditions.

25 You agree that we can come on board the Boat to inspect it before we issue a new licence. We will give you reasonable notice if we want to do this.

26 You agree to give us any reasonable information we want about the sanitary appliances fitted on the Boat.

27 You agree to pay all rates, taxes, assessments and outgoings for the Boat or its mooring.

28 You agree to share locks up to their capacity. There is no right to the exclusive use of a lock.

29 You must give way to commercial boats on the Commercial Waterways. The commercial waterways are the ones marked as not available for cargo carrying licences in Section 5 of this

booklet. The licence does not give you any priority of passage on any waterway.

30 This licence does not allow you to tow the Boat by animal or vehicle. You need our written permission to do this.

31 We reserve the right to refuse to issue you with any licence in the future. You have no right under these conditions to the renewal of a licence.

LICENCE TYPES

We issue each type of licence subject to the relevant conditions below in addition to the general conditions above.

Private Licences

Pleasure Boat Licence

32 This licence allows you to use the Boat as a pleasure boat. You must not use it:

- for hire or reward or a promise of payment;
- for carrying passengers for a payment;
- for carrying goods;
- as a tug or other workboat.

33 Where this licence is a river only licence it allows the use of the Boat only on the river waterways.

Houseboat Certificate

34 This licence allows you to use the Boat as a houseboat as defined in Section 3 of the British Waterways Act 1971. We issue these certificates for boats not used for cruising which are moored on sites with planning permission for residential use. We issue them subject to different conditions and you should contact your local waterway office for a copy. If you use the Boat for cruising you must comply with the

conditions in this booklet.

Portable Licence

35 This licence allows you to use the Boat as a pleasure boat without using locks where:

- if the Boat is powered (4 bhp or less on canals and 10 bhp or less on rivers) it is less than 5 metres long;
or
- if the Boat is unpowered it is of any length;

and, in either case:

you and the Boat's normal crew can, without mechanical help:

- take the Boat out of the water; **and**
- carry the Boat round the lock or locks; **and**
- refloat the Boat on the water.

36 Examples could be: rowing boats, dinghies, canoes or inflatable boats with outboard engines.

Business licences

Hire boat licence

37 This licence allows the use of the Boat for hire or reward or a promise of payment, or for carrying passengers for a payment.

38 You will keep in good condition on the Boat while it is in use:

- a lifebuoy which meets Department of Transport standards;
- a boarding plank that people can safely use;
- a shaft or boathook that is strong enough and long enough for the waterways where you use the Boat;
- enough mooring ropes of appropriate length and strength;
- at least two mooring stakes or pins and a hammer for driving them in;
- an adequate first aid kit.

39 Each time you use the Boat or let it out you agree to ensure the user and at

least one other member of the user's party are:

- competent to navigate the Boat safely on the waterways they intend to use;
- told how to use locks and bridges safely and properly. You should warn them about the potential dangers of not following these instructions. You should warn them to stand clear of all moving parts, including the decks of bridges. You should warn steerers to watch out for low headroom and overhang;
- aware where the safety equipment is on the Boat and how to use it.

40 You must only use the Boat from premises which, the local waterway manager thinks:

- are clean and tidy;
- have facilities to service the Boat between hires.

These must include:

- car parking for hirers;
- sewage disposal systems for the disposal of sewage from the Boat;
- drinking-water supply to refill the Boat;
- covered refuse disposal bins;
- a mooring berth which gives safe entry and exit to and from the Boat.

41 Between hires you must:

- check the Boat for damage;
- adequately clean it;
- check gas bottles;
- clean or replace laundry or linen where you supply it;
- check and replace where necessary the contents of the first aid kit;
- service and run engines including checking fluid levels;
- dispose of sewage and service sanitary appliances;
- ensure all equipment is working and

clean.

42 The Boat must have on board a clearly marked and easily accessible set of documents containing up-to-date:

- safety advice (including British Waterways' Waterways Code for Boaters booklet & video);
- instructions how to use the Boat and its equipment;
- daily maintenance instructions;
- guidance on navigation;
- emergency contact details.

43 You must ensure that you have a method for hirers to contact you 24 hours a day, including the facility to take messages, if a breakdown or emergency occurs that affects them. You must respond within a reasonable time.

44 You must maintain a log of all breakdown or emergency calls.

45 You must put your name and the address or telephone number on both sides of the Boat. These details should be visible at 20 metres.

46 You must offer the hirer, and everyone in the hirer's party, free use of properly maintained buoyancy aids.

47 You must keep a record for the Boat of your inspections of it and its equipment or gear. You must also keep a record of any work to maintain or repair the Boat since we last issued a licence for it.

48 If you need any other licences or permissions from us or anyone else (including a Passenger Vessel Certificate from the Department of Transport), you must get these before you use the Boat.

Hire Day Boats

49 Hire day boats are hire boats which are:

- up to 10 metres long;
- let for hire for periods of up to 24 hours; **and**
- not used as overnight accommodation.

Multi-user boat

50 A multi-user licence allows the use of the Boat as a pleasure boat when it is operated by or on behalf of a limited and identifiable group or class of individuals.

51 Examples of a multi-user boat could be:

- a boat operated under a time-share agreement;
- a boat used by a group under an informal time share arrangement;
- a boat owned by a social club for the use of its members only;
- or a boat operated by a local authority for people with disabilities in its area.

52 Hire Boat Licence conditions 38, 39, 42, and 46 also apply to this licence.

53 The concessionary rate is available to multi-user boats operated:

- for educational purposes by an organisation not operating for profit as a business; **or**
- by registered charities for charitable purposes for the disadvantaged or people with disabilities; **and**
- the Boat is used only by the limited and identifiable class of individuals the Boat is intended to benefit; **and**
- any charge for the use of the Boat is nominal to cover the costs of the trip.

54 When you have a multi-user licence at this concessionary rate, the licence does not allow the use of the Boat for offer to the general public for:

- hire or reward or a promise of payment; **or**
- for carrying passengers for a payment.

Low intensity trading licence

55 This licence allows you to use the Boat as a shop, store or workshop on the waterways shown in Section 5 of this booklet excluding the areas described in that section. These areas may change in January of each year and we will publish a list. If the turnover of the business associated with the Boat is greater than an amount which we will specify in January each year then you will need a high intensity trading licence.

56 You agree:

- to keep the outside of the Boat in reasonable repair;
- to keep the area around the Boat clean and tidy;
- not to obstruct the towing-path or any of our property;
- not to do anything which will cause damage or nuisance to any other person or their property;
- to be responsible for any damage or nuisance caused by you or visitors to the Boat;
- to get and keep in force any planning permission, fire certificate, licence or other authorisation that is necessary for you to use the Boat in this way. If we ask you, to show them to us at any reasonable time;
- to allow us to audit your financial records to check that the turnover is less than the figure we specify each year.

57 This licence does not allow you to:

- discharge anything in to the waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers on board the Boat; **or**
- take water from the waterway except for cooling the engine of the Boat; **or**
- put or store anything on our towing-paths or land except a sign showing your name and business. The sign should be no bigger than 1 metre cubed; **or**
- take a vehicle on to our towing-paths or land or park on them unless we have already given our permission.

High Intensity Trading Licence

58 We issue these licences for you to use the Boat as a shop, store, workshop, restaurant, trip boat or similar. We issue these subject to different conditions and you should contact your local waterway office for a copy. We issue these licences for boats where the turnover of the business associated with the Boat is greater than an amount which we will specify in January each year.

Commercial Vessel (cargo carrying)

59 This licence allows you to use the Boat to carry goods.

60 You must contact your local waterway manager to agree the type and amount of goods you will carry. You will also agree what tolls, if any, you will pay besides the licence fee. Your local waterway manager is the manager responsible for the area in which you have your main place of business. If your main place of business is not on our waterways our craft licensing officer will tell you which waterway manager to speak to.

61 You understand that you and the Boat have no priority of passage on the waterways this licence covers.

62 You must not:

- use the Boat to sell goods, or
- load or unload goods over our property without our written agreement.

Workboat

63 This licence allows you to use the Boat as a tug, dredger, dumb barge, hopper, flat or other boat for work taking place on or close to the waterway.

64 You must contact your local waterway manager to agree the nature of the work the Boat will do. You will also agree what extra charges, if any, you will pay besides the licence fee. Your local waterway manager is the manager responsible for the area in which you have your main place of business. If your main place of business is not on our waterways our craft licensing officer will tell you which waterway manager to speak to.

65 This licence does not allow the use of the Boat for carrying passengers or goods except as ancillary to the work.

66 You understand that you and the Boat have no priority of passage on the waterways this licence covers.

67 You must not:

- use the Boat to sell goods, **or**
- load or unload goods over our property without our written agreement.

Direct debit conditions

GENERAL

68 If you pay for your licence by direct debit, the following conditions apply.

Payments over £100 for licences valid for 12 months

69 We only accept Direct Debit Instructions for payments over £100 for a licence which is valid for 12 months. The last payment must be made before the licence expires.

Prompt payment discounted fee

70 If we receive your Direct Debit Instruction and Application or Renewal Form before the start date of the licence, you pay only the prompt payment discounted fee plus the appropriate handling charge described below.

Handling charges

71

- If you agree to pay by five consecutive monthly payments, we add a 5% handling charge to the fee or to the prompt payment discounted fee, whichever applies.
- If you agree to pay by 10 consecutive monthly payments we add an 8% handling charge in the same way.
- No handling charge is added if you agree to pay the fee in full as a single payment.

Need for application form

72 We cannot collect payments from your account unless we receive a signed Application or Renewal Form.

Dates for collection

73 We can collect payments only on the 1st of the month or, if this falls on a weekend or Bank holiday, on the first working day after. The first payment will be collected a month after the licence starts. For example: licence starts on 1st April; first payment collected 1st May. We will notify you of payment dates in advance when we send your licence.

Missed payments and cancellation of Direct Debit

74 If we cannot take a payment because of insufficient funds in your account, we will add it to your next payment for collection. If this second payment is missed we will automatically cancel your Direct Debit and all outstanding amounts become due (see condition 76).

75 If you want to cancel a Direct Debit or change any of the Bank or Building Society details, you must send written notification to your Bank or Building Society and our Treasury Department. If you cancel a direct debit all outstanding amounts become due (see condition 76).

76 If your Direct Debit is cancelled, you must pay the full balance within 7 days. If we do not receive this balance, your licence may be cancelled and action taken to recover the debt.

Selling the Boat before all payments have been collected

77 If you sell the Boat with a valid licence before all payments have been collected, you must pay any outstanding balance in full. Unless we receive full payment, action will be taken to recover the money from you. However, you may return your licence to us and apply for a

refund under our Licence and Mooring Rebate Conditions.

Right to refuse payment

78 If any of these conditions is not fulfilled, we have the right to refuse payments by Direct Debit in the future.

Section 2

Mooring Permit Conditions

We issue mooring permits subject to the following conditions.

DEFINITIONS

1 The definitions in conditions 1 to 6 of the Licence conditions apply.

GENERAL

2 As long as you comply with this agreement you have the right to moor the Boat at the mooring described in section 6 of the application form.

3 The mooring permit does not give you the right to a specific berth unless we specifically agree so.

4 The mooring permit will last for the length of time specified in section 6 of the application form unless ended earlier as we have agreed in paragraphs 5 and 6.

HOW THE AGREEMENT CAN BE ENDED

5 If you want to leave the mooring and not come back you must give us one month's written notice. We will make a rebate of the cost of your mooring permit in accordance with our Licence and Mooring Rebate Conditions in

section 3 of this booklet.

6 We will write and tell you if we think you have broken this agreement.

When we write we will:

- explain how we think you have broken this agreement;
- explain how we think you can put things right; and
- tell you how long you have to put things right. This time will be at least 28 days or a longer time if it is reasonable. We may extend the time if you write to us and explain why you need the extra time.

If you do not put things right within the time we have given you this agreement will end and you must leave the mooring.

WHAT YOU AGREE TO DO

7 To be responsible for paying council tax and all gas, electricity and other services used by you at the mooring.

8 To comply with the conditions of any planning permission for the mooring.

9 To obtain any necessary planning permission.

10 To comply with laws, bye-laws or regulations applicable to the mooring.

11 Not to use the Boat for business purposes.

12 To ensure that there is always a valid mooring permit and boat licence displayed on the Boat where it can easily be seen.

13 To make sure that you lock any security gates at the mooring after you have used them.

14 Not to hang or place anything on any parts of the mooring (not including the Boat) unless we agree to it.

15 Not to alter or add to the mooring in any way.

16 Not to use any electricity generator, including the Boat's engine, between 8.00 pm and 10.00 am.

17 Not to do anything at the mooring which will cause damage or nuisance to any other person or their property.

18 To make sure the Boat is moored safely. You will make sure that there are mooring ropes at the front and the back and that they are properly attached to mooring rings, or mooring pins or stakes.

19 To be responsible for any damage or nuisance caused by other occupants of the Boat or your visitors.

20 To dispose of your rubbish in the places provided by us for it.

21 Not to light bonfires at the mooring unless you have first obtained permission from us.

22 To keep domestic pets on the Boat under proper control.

23 Not to use on the Boat any toilet which can empty into the waterway.

24 To be responsible for any damage or obstruction caused by the Boat (whether or not it is your fault).

25 Only to park your motor vehicle(s) in any space(s) allocated to you.

26 Not to obstruct any emergency

access roads, service roads or service areas at the mooring.

27 To make sure your visitors only park their motor vehicles in any spaces allocated for them and to make sure that they do not obstruct emergency access roads, service roads or service areas at the mooring.

28 To keep the outside of the Boat in reasonable repair.

29 To repair the Boat as soon as is reasonably possible, if it has been damaged.

30 To keep the area around the Boat clean and tidy.

31 To let us know if you notice any defects in the mooring or the adjoining waterway or premises.

32 To let us have the mooring back in a clean and tidy condition. You must remove the Boat when this agreement ends.

33 Not to rent out the mooring to anyone else.

34 Not to allow any other people exclusive use of the mooring for longer than 21 days continuously in any 3 month period.

WHAT YOU AGREE WE CAN DO

35 We can go on the mooring at all reasonable times to inspect the mooring for defects.

36 We can go on the mooring to do works and repairs. We will give you 14 days' notice in writing of our intention to do the works unless there is an emergency. When we write we will tell

you what works we plan to do. If there is an emergency we may do the works without giving you notice. We will write to you as soon as practical to tell you what the emergency was and what works we have done.

37 We can move the Boat if we need to do any work on or near the mooring or to fit other boats into the mooring. We will give you 14 days' notice in writing unless there is an emergency. If we do need to move the Boat we will provide you with an alternative mooring. When we move the Boat to do work we will put the Boat back as soon as possible after the work is finished. If you reasonably incur any costs or expenses because we have moved the Boat we will refund them.

38 We can alter or add to the services and facilities provided.

39 If the Boat breaks loose from its moorings we may re-moor it. You will be responsible for any damage caused to the Boat or caused by the Boat however this happens.

WHAT WE AGREE TO DO

40 We will keep the services and facilities we provide at the mooring clean and repaired. We will replace any equipment that has broken down that cannot be repaired. We will not be breaking this agreement if the services and facilities temporarily fail or fail for reasons we cannot control.

Section 3

Licence & Mooring Rebate Conditions

PLEASURE BOAT LICENCES, PORTABLE BOAT LICENCES, LOW INTENSITY TRADING LICENCES

1 Boats use the waterways most during the six months from April to September. We incur the costs of running and maintaining them throughout the year. We therefore charge more for licences for shorter periods than would be the case if we just divided the cost of the annual licence into 12 equal monthly parts. We make the rebates at the same rate as the cost of these shorter licences.

Rebate

2 The rebate amount will be the fee paid multiplied by the proper percentage in the table overleaf.

3 We will calculate the amount of the licence that is left from the date that we receive the licence.

4 We do not give rebates for licences that are shorter than 3 months.

5 You must remove any boat without a licence from our waterways.

6 Where you sell your boat we will only give a rebate where you write to us to tell us about the sale and the new owner relicenses the boat. As an alternative, you can sell on the licence to the new owner and write to us with the transfer details.

7 You will stay responsible for any direct debit payments for the licence that are still due even if you have sold on or transferred the licence to someone else.

HOUSEBOAT CERTIFICATES

8 We will rebate houseboat certificates at the rate of one twelfth of the cost of the annual certificate for each unused whole month. For example, if we issued houseboat certificate three and a half months ago you would be able to get a rebate for eight months.

9 We will calculate the amount of the licence that is left from the date that we receive the licence.

10 You must remove any houseboat without a certificate from our waterways or relicence it.

11 If you wish to sell your houseboat you should make sure you read the conditions in your houseboat agreement.

12 You will stay responsible for any direct debit payments for the houseboat certificate that are still due even if you have sold on or transferred the certificate to someone else.

HIRE BOAT LICENCES AND MULTI-USER LICENCES

13 Where you sell the Boat to a person who needs a private pleasure boat licence, not a business hire licence, if you send to us:

- your business hire licence; **and**
- the full name, address (including postcode) and telephone number of the new owner of the Boat and the new name (if any) of the Boat,

we will send a new private pleasure boat licence to the new owner free. The new licence will expire on the same date as printed on the business hire licence you surrender.

14 Alternatively, where you replace a hireboat we will credit the cost of a licence for the new hire boat. We will calculate the credit at the rate of one twelfth of the cost of the licence for the old hire boat for each unused whole month. For example, if we had issued your hire boat licence six and a half months ago you would get a credit for five month's worth of the old licence taken off the cost of your new licence. The start date of the new licence must be immediately after the date you give up the old licence. The replacement hire boat must comply with the licence

conditions. You must remove the replaced boat from our waterways or ensure that you get an appropriate licence for it if you do not sell it.

15 We will calculate the amount of the licence that is left from the date that we receive the licence.

16 You will stay responsible for any direct debit payments for the hire boat licence that are still due.

MOORING PERMITS

17 We will make a rebate for mooring permits where:

- you give the waterway manager one month's written notice of your wish to leave the mooring; **and**
- your boat leaves the mooring before the notice expires; **and**
- you return the mooring permit to us when your boat leaves the mooring.

18 We will rebate mooring permits at the rate of:

- one twelfth of the cost of the annual permit;
- one-ninth of the cost of the nine month permit;
- one-sixth of the cost of the six month permit;
- one-third of the cost of the three month permit;

for each month of the permit that you have not used.

19 For example, if you have an annual mooring permit and you give notice that you want to leave three and a half months after it started, you would be able to get a rebate for eight month's worth.

20 We will calculate the amount of the permit that is left from the latest date of either the date the notice expires or the

REBATE APPLIED FOR:	LENGTH OF LICENCE		
	12 MONTHS	6 MONTHS	3 MONTHS
before start date	100%	100%	100%
before 1 month	80%	77%	67%
before 2 months	60%	53%	34%
before 3 months	40%	30%	0%
before 4 months	32%	6%	
before 5 months	24%	0%	
before 6 months	15%		
before 7 months	0%		

date we receive the permit.

21 You will stay responsible for any direct debit payments for the mooring permit that are still due.

GENERAL

22 We make all rebates free.

23 We will not make rebates of £5 or less.

24 We do not make rebates for high intensity trading licences or cargo carrying licences or workboat licences.

25 If you would like more information please contact Customer Services on 01923 201120.

Section 4

Mooring definitions under British Waterways Act 1995

'A mooring or other place where vessels can reasonably be kept and may lawfully be left' shall be defined as being any of the following:

1. A mooring berth within a boatyard, marina, lay-by or similar off-line facility for which a right to moor can be shown.
2. An on-line mooring berth rented from British Waterways (or its authorised lessee or licensee operator) and including so called 'end of garden' moorings complying with the criteria in paragraph 3.3.10 of the British

Waterways Leisure & Tourism Strategy (1993). Paragraph 3.3.10 states: 'Existing permanent on-line moorings will be regarded as suitable providing the use of the mooring does not infringe any byelaw or similar regulation, prejudice the safety or amenity of those using the mooring or waterway, create navigational problems or impede or restrict the day to day operational management of the waterway. Such moorings must however have minimum facilities to support the use of the site and the site itself will not have been set aside by British Waterways for other users or uses.'

3. A riverbank mooring berth which is not in the ownership of British Waterways and does not infringe any byelaw or similar regulation, prejudice the safety or amenity of those using the waterway, create navigational problems or impede or restrict the day-to-day operational management of the waterway.

4. Some other place off British Waterways' property which can reasonably and lawfully be used to keep the vessel.

5. In the case of trail boats which are actually in use as trail boats, the licensee's home address.

In the case of 1,2,3 and 4, the mooring shown must be appropriate to the locality of the waterways on which the vessel is most often present.

Definition of continuous cruising

Continuous cruising is that which is confined to use 'bona fide for navigation' as described in section 17 (3) (c) (ii) of the British Waterways Act 1995: '... navigation throughout the period for

which the consent is valid without remaining continuously in any one place for more than 14 days or such longer period as is reasonable in the circumstances.'

A customer's declaration that he or she is engaged in continuous cruising shall be acceptable provided that the reason for declaring so is not to avoid the need for a mooring (or other place where the vessel can reasonably be left). This defines what continuous cruising is not.

Section 5 - Licence availability

The table below shows by a tick which waterways you can use with each type of licence. These waterways may not always be open for cruising. To check, contact Customer Services, the local waterway office, or call Canal phone North on 01923 201401 or Canal phone South on 01923 201402.

	Canal and River Use	Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low intensity trading Licence	High intensity trading Licence	River Use Only	Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low intensity trading Licence	High intensity trading Licence	Workboat	Cargo Carrying	Houseboat Certificate
North West																	
Ashton Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Caldon Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Lancaster Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Leeds & Liverpool Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Llangollen Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Macclesfield Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Manchester, Bolton and Bury Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Montgomery Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Peak Forest Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Shropshire Union Canal Including Middlewich Branch	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Trent & Mersey Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Weaver Navigation (Winsford Bridge to Manchester Ship Canal)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
North East																	
Aire & Calder Navigation	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Calder & Hebble Navigation	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Chesterfield Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Erewash Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Fossdyke & Witham (Lincoln to Boston) Navigations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Grand Union Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Grantham Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Huddersfield Broad Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
New Junction Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Nottingham & Beeston Canal	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rivers Ouse & Ure (Ripon to Goole)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pocklington Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Ripon Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Selby Canal	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Sheffield & South Yorkshire Navigation	✓	✓	✓	✓	✓	✓	✓								✓	✓	✓
Soar Navigation (Trent Junction to Leicester)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

* Cargo carrying licences not available for the River Trent from the tail of Meadow Lane Lock, Nottingham to Gainsborough Bridge.

	Canal and River Use							River Use Only							Workboat			Cargo Carrying		Houseboat Certificate
	Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low intensity trading Licence	High intensity trading Licence		Pleasure Boat Licence	Portable Boat Licence	Hire Boat Licence	Multi-User Boat Licence	Low intensity trading Licence	High intensity trading Licence							
Stainforth & Keadby Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Trent Navigation (Nottingham to Gainsborough)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓
Midlands & South West																				
Ashby Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Birmingham & Fazeley Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Bridgwater & Taunton Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Birmingham Canal Navigations	✓	✓	✓	✓	✓	✓												✓	✓	✓
Coventry Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Gloucester & Sharpness Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Grand Union Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Monmouthshire & Brecon Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
River Severn (Stourport to Gloucester)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓
Shropshire Union Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Staffordshire & Worcestershire Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Stourbridge Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Stratford-Upon-Avon Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Swansea Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Trent & Mersey Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Worcester & Birmingham Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Southern																				
River Avon (Hanham Lock to Bath)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓
Bow Back Rivers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓
Grand Union Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Hertford Union Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Kennet & Avon Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Lee Navigation (Hertford to Limehouse)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓
Limehouse Cut	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓
Oxford Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Regent's Canal	✓	✓	✓	✓	✓	✓												✓	✓	✓
Stort Navigation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓

**LOW INTENSITY TRADING LICENCE
AREAS EXCLUDED FOR TRADING**

In addition to the specific areas shown below, we do not permit trading:

- in locks or lock approaches;
- where the operation of any canal bridges or equipment could be obstructed;
- at British Waterways' mooring sites;
- at visitor mooring sites;
- at water points and sanitary stations;
- at any site where a event, such as a canal festival, is taking place.

If you have any doubt about whether an area is excluded, please check with the local waterway office.

Waterway	Excluded area
Ashby Canal	Marston Junction
Birmingham & Fazeley Canal	Curdworth Lock flight
Birmingham Canal Navigations	Aldersley Junction
Birmingham Canal Navigations	Blowers Green
Birmingham Canal Navigations	Cambrian Wharf
Birmingham Canal Navigations	Delph
Birmingham Canal Navigations	Fazeley Junction
Birmingham Canal Navigations	Fleet Street
Birmingham Canal Navigations	Gas Street Basins and wharfs
Birmingham Canal Navigations	Granville Street Wharf
Birmingham Canal Navigations	Grovelands Basin
Birmingham Canal Navigations	Holliday Street Wharf
Birmingham Canal Navigations	Icknield Port
Birmingham Canal Navigations	In front of the National Indoor Arena
Birmingham Canal Navigations	Merry Hill
Birmingham Canal Navigations	Ocker Hill
Birmingham Canal Navigations	Regency Wharf
Birmingham Canal Navigations	Sherbourne Wharf
Birmingham Canal Navigations	The International Convention Centre layby
Birmingham Canal Navigations	Tindal Bridge
Birmingham Canal Navigations	Tifford Pools
Birmingham Canal Navigations	Town Wharf - Walsall
Birmingham Canal Navigations	Wolverhampton Warehouse
Bow Back Rivers	All excluded
Coventry Canal	Atherstone Lock flight
Coventry Canal	Coventry Canal Basin
Coventry Canal	Fazeley Junction

Waterway	Excluded area
Coventry Canal	Fradley Junction
Coventry Canal	Hawkesbury Junction
Coventry Canal	Marston Junction
Erewash Canal	Trent Lock Junction
Fosdyke Navigation	1 mile either side of Torksey Lock
Gloucester & Sharpness Canal	Gloucester and Sharpness Docks
Grand Union Canal	Paddington Arm
Grand Union Canal	within 1 mile of Hatton Locks 26-46
Grand Union Canal Braunston Leicester Line	Braunston from Braunston Tunnel to Braunston Turn
Grand Union Canal Leicester Line	Braunston from bridge 96 to bridge 90
Grand Union Canal Leicester Line	Foxton from Foxton Bottom Lock to bridge 59
Grand Union Canal Leicester Line	North Kilworth from Husbands Bosworth Tunnel to bridge 43
Grand Union Canal Main Line	Weedon from bridge 25 to bridge 24
Hertford Union Canal	All excluded
Lee Navigation	All excluded
Leeds & Liverpool Canal	Bingley - From Park Road bridge 202 to bridge 199 Micklethwaite
Leeds & Liverpool Canal	Leeds - From Bridge 227 to 225h including the canal basin arm
Leeds & Liverpool Canal	Skipton - From bridge 179a to bridge 176
Limehouse Cut	All excluded
Llangollen Canal	1 mile either side of bridge 20
Llangollen Canal	1 mile either side of Ellesmere tunnel
Llangollen Canal	Between bridge 4 and 6
Llangollen Canal	From 1 mile south of bridge 21 to 1 mile north of Chirk Tunnel
Llangollen Canal	From 1 mile south of bridge 28 to 2 miles west of bridge 33

Waterway	Excluded area
Llangollen Canal	From bridge 27 to 1 mile south of Grindley Brook locks
Llangollen Canal	From bridge 58 to 1/2 mile west of British Waterways' Ellesmere Yard, including the Ellesmere Arm into the town centre
Llangollen Canal	From the junction with the Shropshire Union Canal to bridge 1
Llangollen Canal	North west of bridge 44
Milby Cut	Borough Bridge
Monmouthshire & Brecon Canal	Canal Basins at Brecon
Montgomery Canal	All excluded
Naburn Cut	All excluded
Oxford Canal North	Hawkesbury Junction
Oxford Canal North	Napton from Calcutt Top Lock to Napton Junction, bridge 108 to bridge 110 and bridge 112 to bridge 114
Oxford Canal North	Rugby (Clifton) from bridge 59 to bridge 68
Oxford Canal North	Rugby (Hillmorton) from bridge 69 to bridge 72
Oxford Canal North	Stretton from bridge 27 to bridge 34
Oxford Canal South	Anyho from bridge 189 to bridge 192
Oxford Canal South	Fenny Compton from bridge 135 to bridge 138
Oxford Canal South	Lower Heyford from bridge 205 to bridge 207
Pocklington Canal	All excluded
Regent's Canal	All excluded
Ripon Canal	All excluded
Sawley Cut	All excluded
Selby Canal	Selby Basin

Waterway	Excluded area
Shropshire Union Canal	1 mile north of bridge 107 to 100 metres south of Beeston Stone Lock
Shropshire Union Canal	1/2 mile either side of the junction with the Llangollen Canal
Shropshire Union Canal	Between bridges 102 and 98
Shropshire Union Canal	Between bridges 106 and 104
Shropshire Union Canal	Between bridges 147 and 142
Shropshire Union Canal	Between bridges 93 and 91
Shropshire Union Canal	Ellesmere Port Boat Museum
Shropshire Union Canal - Middlewich Branch	Between bridges 3 and 13
Shropshire Union Canal - Middlewich Branch	Between bridge 29 and bridge 168 of the Trent & Mersey Canal
Shropshire Union Canal - Middlewich Branch	Between bridges 1 and 3
Staffordshire & Worcestershire Canal	Aldersley Junction
Stort Navigation	All excluded
Stratford-Upon-Avon-Canal	within 1 mile of Bancroft Basin
Stratford-Upon-Avon-Canal	within 1 mile of Cape Locks 24-25
Stratford-Upon-Avon-Canal	within 1 mile of Lapworth Locks 2-20
Stratford-Upon-Avon-Canal	within 1 mile of Lock 28
Trent & Mersey Canal	Fradley Junction
Trent & Mersey Canal	Shardlow
Weaver Navigation	From 1 mile west of Winnington Swing Bridge to 1 mile south of Aunt's Lock

Listing of Tunnels

Tunnels on the British Waterways system are divided into three classes for use by small unpowered craft such as canoes, rowing boats, punts and dinghies.

CLASS 1 These are tunnels which are **PROHIBITED** to **ALL** unpowered craft in the above category.

NAME OF TUNNEL	CANAL LOCATION	LENGTH IN YARDS
Barnton	Trent & Mersey	572
Blisworth	Grand Union	3056
Brandwood (Kings Norton)	Stratford-upon-Avon (North)	352
Braunston	Grand Union	2042
Crick	Grand Union (Leicester Section)	1528
Dudley	Birmingham, Dudley No. 1	3172
Dunhampstead	Worcester & Birmingham	230
Foulridge	Leeds & Liverpool	1640
Froghall	Caldon	76
Gannow	Leeds & Liverpool	559
Gosty Hill	Birmingham, Dudley No. 2	557
Harecastle	Trent & Mersey	2919
Husbands Bosworth	Grand Union (Leicester Section)	1166
Hyde Bank	Peak Forest	308
Islington	Regents	960
Leek	Caldon	130
Maida Hill	Regents	272
Netherton	Birmingham, Netherton Tunnel Branch	3027
Preston Brook	Trent & Mersey	1239
Saddington	Grand Union (Leicester Section)	880
Saltersford	Trent & Mersey	424
Sandedge	Huddersfield Narrow	5708
Shortwood	Worcester & Birmingham	613
Shrewley	Grand Union	433
Snarstone	Ashby	250
Tardebidge	Worcester & Birmingham	580
Wast Hill	Worcester & Birmingham	2726
Woodley (Butterhouse Green)	Peak Forest	167

CLASS 2 These tunnels are navigable by unpowered craft subject to the conditions below.

NAME OF TUNNEL	CANAL LOCATION	LENGTH IN YARDS
Ashford	Monmouthshire & Brecon	375
Ashted	Digbeth Branch Canal	120
Bath No. 1	Kennet & Avon	58
Bath No. 2	Kennet & Avon	55
Bruce (Savernake)	Kennet & Avon	502
Chirk	Llangollen	459
Cookley	Staffordshire & Worcestershire	65
Coseley	Birmingham, Main Line	360
Curdworth	Birmingham & Fazeley	57
Drakeholes	Chesterfield	154
Dunsley	Staffordshire & Worcestershire	25
Edgbaston	Worcester & Birmingham	105
Ellesmere	Llangollen	87
Galton	Birmingham, Main Line	122
Newbold	Oxford	250
Summit	Birmingham, Old Main Line	103
Whitehouses	Llangollen	191

The conditions are

- 1 We do not allow unpowered craft to navigate these tunnels except in groups of between three and six, one of which must be navigated by a skilled person.
- 2 Everyone navigating the tunnel must be able to swim and wear a life jacket.
- 3 All craft must have adequate buoyancy within the craft.
- 4 All craft must have, securely fixed, a bright white light showing forward.
- 5 All people must have attached to them a waterproof torch and a suitable whistle.

CLASS 3 These are the remaining tunnels which are available for navigation by unpowered craft for which we have no special conditions.



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Issued November 1996